

**REMARKS**

**Petition for Extension of Time Under 37 CFR 1.136(a)**

It is hereby requested that the term to respond to the Examiner's Action of December 7, 2007 be extended three months, from March 7, 2008 to June 9, 2008 (June 7 being a Saturday and June 8 being a Sunday).

The Commissioner is hereby authorized to charge the extension fee and any additional fees associated with this communication to Deposit Account No. 50-4364.

In the Office Action, the Examiner indicated that claims 1 through 26 are pending in the application and the Examiner rejected all claims. Claim 1 has been amended; new claims 26-50 have been added. New claims 26 to 50 have been added to provide system claim coverage for the subject matter already presented in the pending method claims.

**Rejections under 35 U.S.C. §§102 and 103**

On page 2 of the Office Action, the Examiner rejected claims 1-14, 17-21, and 23-26 under 35 U.S.C. §102(e) as being anticipated by U.S. Patent Application Publication No. 2003/0144895 to Aksu et al.

On page 11 of the Office Action, the Examiner rejected claims 15-16 and 22 under 35 U.S.C. §103(a) as being unpatentable over Aksu et al. in view of U.S. Patent Application Publication No. 2004/0028021 to Varshney et al.

**The Cited Prior Art Does Not Anticipate the Claimed Invention**

The MPPEP and case law provide the following definition of anticipation for the purposes of 35 U.S.C. §102:

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." (*Verdegal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987) M.P.E.P. §2131.

The Examiner has cites US 2003/0144895 (Aksu) in rejecting claims 1-14, 17-21, and 23-26; Aksu, however, fails to teach or suggest questions being sent using a premium rate text service, as required by Claim 1. Instead, users have to open an account and prepay into it before being able to get questions answered:

"At operation 4, the PPA server 6 queries the prepaid server 20 to determine whether the customer 2 has sufficient resources in his or her account." Para 0052.

This happens before the question is even parsed and forwarded to an expert.

To further clarify the differences over this art, Claim 1 has been amended to make it clear that a 'premium rate text service' is a service offered by the wireless network operator used by the mobile telephone that originates the question.

The importance of this novel and non-obvious aspect of the claimed invention is significant. The natural solution to billing for answering questions that are not restricted to any category of question types (e.g., "dynamic" questions that are not, for example, selected from a list) is not a premium rate text service. The prior art demonstrates that the natural, obvious solution is instead the prepaid account approach exemplified by Aksu. Since Aksu is devoid of any teaching (let alone a suggestion) of the claimed elements of using a premium rate text service offered by a wireless network operator to process questions sent over that network by a mobile and sending answers to the question back to the requesting mobile as a text message, claim 1 (and all claims depending therefrom) patentably define over Aksu and are in condition for allowance. Accordingly, the Examiner is respectfully requested to reconsider and withdraw the

rejection of claims 1-14, 17-21, and 23-26 under 35 U.S.C. § 102(e) as being anticipated by U.S. Aksu.

Regarding the rejection of claims 15-16 and 22 under 35 U.S.C. § 103(a) as being unpatentable over Aksu et al. in view of U.S. Patent Application Publication No. 2004/0028021 to Varshney et al., Applicant respectfully disagrees. First, the combination proposed by the Examiner still fails to teach or suggest the claimed invention for the reasons set forth above with respect to Aksu; the addition of Varshney does not provide the elements described above that are already missing from Aksu.

In addition, using premium rate text billing in the context of answering questions that are not restricted to any category of question types has no precedent in the prior art and falls completely outside of the mindset of the person of ordinary skill in the art, who would naturally associate premium rate billing with supplying content designed for mass consumption (e.g. ringtones, wallpapers for cell phones). Hence, using premium rate billing in the specific context of this invention is not an obvious modification of a prepaid account.

Unexpectedly, billing using a premium rate text service makes the service of answering questions, that are not restricted to any category of question types, available to just about anyone with a mobile telephone, which in turn makes the range of questions asked incredibly wide. So premium rate text billing, formerly associated with content designed for mass consumption, in fact turns out to be a major driver to the widespread adoption of the invention: since its launch years ago, the UK-based service that implements this invention, has answered over 11 million questions, sent from over 1.5 million users, and is now answering over 20,000 questions each day.

The person of ordinary skill in the art, faced with Aksu and its conventional use of a prepaid account for each customer, would therefore not find it obvious to modify Aksu to use the premium rate text billing service, because premium rate text billing has been used, in the six years prior to the making of this invention, to purchase content designed for mass consumption, like cellphone ringtones. The present invention, on the other hand, deals with the exact opposite: an answer that is specifically chosen or crafted to be responsive to a unique question. In such a context, the natural choice for a billing system, would, to the person of ordinary skill in the art and without the benefit of hindsight, be the prepaid account.

Another key difference over Aksu is that in Aksu, the experts do not answer by text, but instead a voice bridge is opened between caller and expert so that they can freely discuss the matter:

“The PPA server 6 places a telephone call to the customer 2 and to the expert 4 and bridges 76 the two parties”. Para 0040.

There would be no reason to modify Aksu to curtail the in-depth discussion that is possible in a direct voice conversation between questioner and expert, and instead have the expert send a condensed text message answer; to do so would be antithetical to the primary purpose of Aksu, which is to provide “a real-time personal advisory service” (see Abstract). A text-based response is simply not ‘real-time’.

Hence, neither Aksu nor Varhney, either alone or in combination, are relevant to the present invention because they fail to disclose or render obvious the Claim 1 requirements for either the use of premium rate text service or the answering by text message.

As noted above, the service covered by the present invention is a real product that has met with considerable commercial success, meeting a long-felt need. The press coverage has been

extensive and there has been widespread acknowledgement that the service is innovative. For example, the UK's mobile telephony industry's reaction to the present invention offers further evidence of the non-obviousness of the present invention: Judges at the Mobile Choice Consumer Awards named AQA as the Best Mobile Service for 2004, describing the service as 'having a touch of genius'. November 2005's edition of Real Business magazine lists the applicant (whose only service is that covered by this patent application) as one of the 50 most exciting and innovative mobile companies in the UK; the service itself was also recently selected as a finalist for the most promising consumer data application by the UK's industry body Mobile Data Association. This is compelling secondary evidence for non-obviousness. Documentary proof of this and other evidence of non-obvious can be provided if needed.

Accordingly, the Examiner is respectfully requested to reconsider and withdraw the rejection of claims 15-16 and 22 under 35 USC §103.

### **Conclusion**

The present invention is not taught or suggested by the prior art. Accordingly, the Examiner is respectfully requested to reconsider and withdraw the rejection of the claims. An early Notice of Allowance is earnestly solicited.

The Commissioner is hereby authorized to charge the extension fee, and any other fees associated with this communication to applicant's Deposit Account No. 50-4364.

Respectfully submitted

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